

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		3. SOLICITATION NO. NNA12450885R-PFM	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED May 9, 2013	PAGE 1 OF 2183 PAGES
IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 0616			6. PROJECT NO.	
7. ISSUED BY Acquisition Division Attn: Patricia Finnell-Mendoza, M/S 213-13 , Bldg N213, Rm 105 NASA Ames Research Center Moffett Field, CA 94035-0001		CODE		8. ADDRESS OFFER TO (If other than Item 7) Acquisition Division Attn: Patricia Finnell-Mendoza, M/S 241-1 Bldg N241, Rm 215 NASA Ames Research Center Moffett Field, CA 94035-0001		
9. FOR INFORMATION CALL:	A. NAME Patricia Finnell-Mendoza	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE 650 NUMBER 604-6332 EXT.			C. EMAIL ADDRESS patricia.f.mendoza@nasa.gov	

SOLICITATION

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

AMES MULTIPLE AWARD CONSTRUCTION CONTRACT-MACC II

Multiple Award Construction Contract (MACC) II is an Indefinite-Delivery/Indefinite-Quantity (ID/IQ) general construction contract that will support the construction, alteration, and repair of NASA buildings, structures, and other real property located at Ames Research Center (ARC) and the Moffett Federal Airfield Complex (MFAC). The MACC II provides NASA the capability to compete selected construction projects amongst a group of highly qualified general construction contractors for a five year period (2 year base period and 3 one-year option periods). Work will include a variety of construction related activities including new construction, renovation, and repairs at various locations at NASA ARC and MFAC.

The NAICS Code for this project is **236220** and the size standard is **\$33.5 Million**

Additional information for Block 13:

This statement in block 13 DOES NOT APPLY to this solicitation: “Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.” Follow the instructions in Section L, paragraph L.8 (b) (1) Proposal Preparation-General Instructions. **CAUTION- LATE Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in the solicitation.

11. The contractor shall begin performance within <u>0</u> calendar days and complete it within <u>730</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> the notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If “YES.” Indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (See Section I, I.1, FAR 52.228-15)	12B. CALENDAR DAYS See Section B.5
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
<ul style="list-style-type: none"> Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>12:00 pm</u>. (hour) local time on <u>06/10/ 2013</u>. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due. An offer guarantee <input type="checkbox"/> is <input checked="" type="checkbox"/> is not required. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. Offers providing less than <u>180</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. 	

NSN 7540-01-155-3212

1442-102

STANDARD FORM 1442 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.236-1(e)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> TIN: _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____	15. TELEPHONE NO. <i>(Include area code)</i> <div style="text-align: right;">FAX:</div> 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
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17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 180 calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D).*

AMOUNTS

SEE SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
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SAME AS BLOCK 7

NSSC Shared Services Center
Financial Management Division (FMD)-Accounts Payable
Bldg 1111, C Road
Stennis Space Center MS 39529
Email: nssc-AccountsPayable@nasa.gov
FAX: 866-209-5415
****Include TIN with ALL progress payment requests****

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return 4 copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and you offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
		BY	

STANDARD FORM 1442 BACK (REV. 4-85)

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PART I – THE SCHEDULE**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

(a) The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C and as identified under individual Task Orders. This is a Multiple Award Construction Contract (MACC) II Firm Fixed Price (FFP) type contract with Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract Line Items (CLINs).

CLIN 0001 – BASE PERIOD:

Item No.	Description	Qty	Unit
01	MACC II, Indefinite Delivery/Indefinite Quantity Requirement Base Period set forth in Section F, paragraph F.2(a)	JOB	Task Orders

OPTION PERIODS:

If Option Periods are exercised pursuant to Section I, Clause 52.217-7, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C and as identified under individual Task Orders.

CLIN 0002 – OPTION PERIOD ONE:

Item No.	Description	Qty	Unit
02	MACC II, Indefinite Delivery/Indefinite Quantity Requirement Period set forth in Section F, paragraph F.2(b)	JOB	Task Orders

CLIN 0003 – OPTION PERIOD TWO:

Item No.	Description	Qty	Unit
03	MACC II, Indefinite Delivery/Indefinite Quantity Requirement Period set forth in Section F, paragraph F.2(c)	JOB	Task Orders

CLIN 0004 – OPTION PERIOD THREE:

Item No.	Description	Qty	Unit
04	MACC II, Indefinite Delivery/Indefinite Quantity Requirement Period set forth in Section F, paragraph F.2(d)	JOB	Task Orders

(END OF CLAUSE)

B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIRM FIXED PRICE)

- (a) The minimum amount of supplies or services that shall be ordered under CLINS 0001, 0002, 0003, and 0004 during the potential effective period of this contract is \$10,000.00. The maximum amount of supplies or services that may be ordered under CLINS 0001, 0002, 0003, and 0004 during the potential effective period of this contract is \$30,000,000.00. The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 0001, 0002, 0003, and 0004 of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.
- (b) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 0001, 0002, 0003, and 0004 of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.
- (c) The maximum amount of \$30,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 20% of the original maximum amount of \$30,000,000.00.

(END OF CLAUSE)

[END OF SECTION]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with the following Statement of Work:

Multiple Award Construction Contract II
Statement of Work

I. SCOPE

The Multiple Award Construction Contract (MACC) II is an Indefinite-Delivery/Indefinite-Quantity (ID/IQ) contract to support a variety of construction related activities of NASA buildings, structures, and other real property located at Ames Research Center (ARC) and the Moffett Field Airfield Complex (MFAC). The MACC II provides NASA the capability to compete selected construction projects amongst contractors for up to a five (5) year period (a two (2) year base period and three (3) one-year option periods). Construction related activities will include new construction, renovation, and repairs at various locations at ARC MFAC. The work will include, general and specialized construction activities (ex. civil/site work, roofing, demolition, mechanical, electrical, and plumbing) and incidental related work. The activities relate to the new construction, renovation, and/or repair of facilities and infrastructure such as 1) aviation and aircraft facilities; 2) personnel housing facilities; 3) administrative facilities; 4) warehouses and supply facilities; 5) computer and research lab facilities; 6) wind tunnel and metal shop facilities; 7) abatement and handling of hazardous/regulated materials (asbestos, lead paint, and PCBs); 8) the civil, sanitary storm water, mechanical and electrical systems supporting the facilities and infrastructure; and 9) modification and upgrade of the electrical power system support including switchboard, motor control center and switchgear electrical power distribution systems and Uninterruptable Power Supply (UPS). Some projects may require design services.

The contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment (except any Government provided property, including utilities, as may be specified in individual Task Orders), and perform all related activities necessary for completion of Task Orders.

All work shall be accomplished in accordance with the terms and conditions of the contract and Task Order specifications and drawings (unless a design-build project is contemplated in which case a statement of work will be provided) and within the performance schedule set forth in each Task Order. Contractors are required to have the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated projects with a variety of skills and levels of experience.

Some Task Orders may include plans with minimal specifications, drawings only, or sketches. In some instances, contractors will need to comply with the Ames Local Master Specifications. The Ames Local Master Specifications is included as Section J, paragraph J.1(a), Attachment 1 for use during the term of this contract.

Additionally, the Ames Local Master Specifications J11008A dated, April 2013, provides that "All construction documents including but not limited to submittals, requests for information (RFIs), daily reports, field clarifications, schedules, change orders, and progress payment requests shall be submitted and approved electronically through NASA's online construction management system. Adobe Digital Signatures or other digital signatures as mutually agreed upon by the Government and the contractor shall be

considered legally binding and the equivalent of pen and ink signatures. The Government reserves the right to select which electronic format is used in documents submitted online provided that format is in widespread public use (such as PDF) and is commercially available for no more than a nominal fee. Text in documents submitted online shall be electronically searchable information as opposed to scanned or digitally photographed information. The Government reserves the right to establish naming conventions for any documents submitted to the online construction management system. The Government reserves the right to provide a form that shall be used for any document submitted online including but not limited to: requests for information and submittal transmittal forms. The text in these documents shall remain electronically searchable when submitted."

At the Government's discretion, the Ames Local Master Specifications can be updated or changed. The MACC II contractors will be advised of any said updates or changes.

i. DRAWINGS

All drawings accompanying Task Orders will be considered to be a part of the scope of work.

ii. CENTER RULES AND REGULATIONS

The rules and regulations of ARC MFAC shall apply to the contractor and its employees while on the premises. These regulations include but are not limited to: presenting valid identification for center entrances, obeying all posted directives, safety regulations, and providing strict adherence to security police.

II. INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Representative (COR) or the Alternate Contracting Officer's Representative (Alt COR) for this effort. Upon satisfactory completion of the Task Order, the contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under Section G.3, FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts.

NOTE: For planning purposes, the contractor shall include a line item in the schedule of values for punch-list items, site clean-up, demobilization and final construction drawings. As set forth in Section J, paragraph J.1(a), Attachment 1, the Ames Local Master Specifications J11008A dated, April 2013. See the following:

"SCHEDULE OF VALUES

1.3.1 Data Required

Within 10 working days of notice to proceed, prepare and deliver to the COR a Schedule of Values as directed by the COR. Provide a detailed breakdown of the contract price, giving quantities for each of the various kinds of work, unit prices, and extended prices. Costs shall be summarized and totals provided for each construction category.

1.3.2 Schedule Instructions

Payments will not be made until the Schedule of Values has been submitted to and accepted by the COR. Identify the cost for site work, and include incidental work to the 5 ft line. Identify costs for the building(s), and include work out to the 5 ft line. Work out to the 5 ft line shall include construction encompassed within a theoretical line 5 ft from the face of exterior walls and shall include attendant construction, such as pad mounted HVAC cooling equipment, cooling towers, and transformers placed beyond the 5 ft line.

1.3.3 Design Build Services

Design build services shall be no more than 10% of the total contract value on the schedule of values. Any increase beyond 10% shall require justification and is at the discretion of the COR.

1.3.4 Mobilization and Demobilization Costs

The schedule of values shall include reasonable mobilization and demobilization costs. The value of demobilization shall be at least 50% of the mobilization cost."

The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made. **The Contracting Officer MAY authorize material payments only for materials that are delivered to the site.** If the Ames Local Master Specifications is not used in a specific Task Order, this paragraph will still apply.

III. ADMINISTRATION

CONTRACT ADMINISTRATION

This contract will be administered by the ARC Acquisition Division.

- a. The Contracting Officer is the **only** person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.
- b. Contractual problems, of any nature, which might occur during the performance of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Therefore, the contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.
- c. Any request for contract changes/modifications shall be submitted to the Contracting Officer.
- d. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

SUPERVISION

The contractor shall provide supervision in accordance with Section I, FAR Clause 52.236-6, Superintendence by the contractor, for each Task Order. In addition to this FAR Clause, the Project Manager and on-site Project Superintendent shall have completed the course entitled, "Construction Quality Management for Contractors" prior to the start of each Task Order. Proof of completion shall be submitted with the proposal for the Task Order. If proof is not provided, your proposal will be nonresponsive and not considered for the Task Order award.

NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer's Representative (COR), an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause, Section I, FAR 52.243-1 Changes, of this contract or entitle the contractor(s) to an equitable adjustment, Section H.7 NFS 1852.243-72 Equitable Adjustments, of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

TASK ORDER PLACEMENT PROCESS

- (a) In placing orders, the Contracting Officer may consider past performance and price to provide each MACC II contractor a fair opportunity to be considered for each order.

Task Order projects may be non-complex performance oriented tasks requiring minimal design or may be complex construction with plans and specifications provided by the Government. Task Orders may be written based on a Government/contractor Team cooperative scoping of the work in order to develop a mutually agreed upon Statement of Work. The Task Order may not have traditional plans and specifications but may include sketches, and requests for catalog cuts, and other submittals.

- (b) The Contracting Officer will issue a Request for Proposal (RFP) that will provide the contemplated Task Order requirements, including any applicable specifications, drawings and special condition order requirements.
- (c) Offerors are expected to participate in site visits, examine the scope of work, drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

The prospective superintendent or equivalent shall attend the site visit. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer, in writing. The contractor shall also notify the Contracting Officer, in writing, upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

- (d) Each offeror shall furnish an offer required by the Task Order. The offeror shall sign the offer and print or type its name on the second page of the SF1442. The person signing the offer must initial amendments or other changes. Offers signed by an agent shall be accompanied by evidence of

that agent's authority, unless that evidence has been previously furnished to the issuing office.

The costs for preparation of Task Order proposals, if required under this contract, shall be the responsibility of the contractor and not directly reimbursable. If there are issues with the contractor's price proposal, the CO can request other than certified cost and pricing data to breakdown the costs. The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the Task Order unless otherwise provided by the Government and noted in the Task Orders.

For each item offered that requires a unit price, offerors shall as follows:

- (1) Show the unit price
- (2) Enter the extended price/ for the quantity of each item offered.

In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

Each award as a result of this offer will result in an individual contract number. Individual Task Orders will be placed in a sequential numbering system, which relate back to the basic contract and their assigned Task Order number.

- (e) Timely offers received will be evaluated by price and past performance of MACC II task order, if applicable.

The Government reserves the right to forgo competition in the event one of the conditions described in FAR 16.505(b)(2) are met or Contracting Officer determines that it is in the best interest of the Government to issue an order directly to one MACC II contractor.

The Government is not obligated to hold discussions prior to award of a Task Order. It is the intent of the Government to award Task Orders without discussions; however, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary, such as, should all proposals contain deficiencies that would preclude awarding the Task Order, discussions will commence to resolve the deficiencies and contractors will be provided an opportunity to submit a final proposal revision.

- (f) The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Task Orders.
- (g) The contractor will supply with every Task Order proposal the name of the superintendent for that Task Order, proof of Contractor Quality Management (CQM) training, and a list of the subcontractors.

Task Orders will be firm fixed price and clearly define the specific services to be performed or the performance desired. Each Task Order will contain applicable clauses and provisions if not included in the basic contract. The clauses and provisions in the Task Order shall take precedence over any conflicts between the contract and individual Task Orders.

PERFORMANCE EVALUATIONS

At the conclusion of each Task Order, the Contracting Officer will complete a contractor's performance evaluation. The evaluation will take into account all aspects of the contractor's performance.

Performance evaluations may be completed at any time the contractor's performance is considered less than satisfactory. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The performance evaluations will have an impact on the award of future Task Orders.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING**D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES AND PERFORMANCE**F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE**(a) BASE PERIOD**

The performance period for the Base Period shall be two years from the effective date of the contract.

(b) OPTION PERIOD ONE

If exercised, the period of performance shall be twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD TWO

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period One.

(d) OPTION PERIOD THREE

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period Two.

(END OF CLAUSE)

**F.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(FAR 52.211-10)(APR 1984)**

The contractor shall be required to (a) commence work under this contract within *****to be stated in the individual Task Order***** calendar days after the date the contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *****to be stated in the individual Task Order***** calendar days after the date the contractor receives the notice to proceed for the base period. The time stated for completion shall include final cleanup of the premises.

(END OF CLAUSE)

F.4 LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12)(SEPT 2000)

(a) If the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the Government in the amount of *****to be stated in individual Task Orders***** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(END OF CLAUSE)

F.5 TIME EXTENSIONS (FAR 52.211-13)(SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(END OF CLAUSE)

G.2 TECHNICAL DIRECTION (NFS 1852.242-70)(SEPT 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority.

If, in the contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the contractor should proceed promptly with its performance.
- (e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the contractor's risk.

(END OF CLAUSE)

G.3 OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82)(JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
 - (2) NPR 8831.2, Facility Maintenance Management.
- (b) The contractor shall obtain the written approval of the Contracting Officer before installing or removing contractor-owned property onto or into any Government real property or when movement of contractor-owned property may damage or destroy Government-owned property. The contractor shall restore damaged property to its original condition at the contractor's expense.
- (c) The contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(END OF CLAUSE)

G.4 SUBMISSION OF INVOICES (ARC 52.232-90)(JUN 2008)(MODIFIED JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-5 Prompt Payment clause:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice via email shall be provided to the Contracting Officer.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This Contract ☒ does ☐ does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made per the Schedule of Values for each Task Order which has been received and accepted by NASA. The contractor shall provide the Contracting Officer's Representative (COR) with one copy of the invoice and any required documentation (e.g., payroll, safety minutes) for review and approval by the COR before submitting to the NSSC for processing. Payment shall be made upon receipt of a payable invoice submitted in accordance with this clause.

(END OF CLAUSE)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
52.236-13	NOV 1991	ACCIDENT PREVENTION (ALT I) (NOV 1991)

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I)(SEPT 1989)
1852.243-72	APR 1998	EQUITABLE ADJUSTMENTS

(END OF CLAUSE)

H.2 SAFETY AND HEALTH (NFS 1852.223-70)(APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The contractor shall take all reasonable safety and occupational health measures in performing this contract. The contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding

construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the contractor orally, with written confirmation. The contractor shall promptly take and report any necessary corrective action.

(2) If the contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

- (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the contractor. NASA and the contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the contractor shall submit for NASA concurrence –

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(END OF CLAUSE)

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

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I. FEDERAL ACQUISITION REGULATION

CLAUSE NO.	DATE	TITLE
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEPT 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	DEC 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-18	APR 1984	VARIATION IN ESTIMATED QUANTITY
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATIONS
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.216-18	OCT 1995	ORDERING (Insert in subparagraph (a), "contract award through the second year of performance.")
52.216-22	OCT 1995	INDEFINITE QUANTITY (Insert in subparagraph (d), "One year after contract completion date.")
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING

52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	JUN 2010	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANT WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION--DEBARMENT
52.222-13	FEB 1988	COMPLIANT WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANT REQUIREMENTS FOR CONSTRUCTION
52.222-35	SEPT 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2010	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALT I)(JUL 1995) (Insert paragraph (b), Material and Identification number –“To be completed for each Task Order, if applicable”)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I)(MAY 2011) (ALT II)(MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.223-18	AUG 2011	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	DEC 2012	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	DEC 2007	PATENT INDEMNITY- CONSTRUCTION CONTRACTS
52.228-1	SEP 1996	BID GUARANTEE
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-11	JAN 2012	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-13	JUL 2000	ALTERNATIVE PAYMENT PROTECTIONS (Insert paragraphs (a) and (b),“To be completed for each Task Order, if applicable”)
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION

52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-5	SEPT 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2008	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALT I)(DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I)(JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-1	APR 1984	PERFORMANCE OF WORK BY THE CONTRACTOR (Insert, "twenty (20) percent)
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION (ALT I)(NOV 1991)
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (ALT I)(APR 1984)
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-4	JUN 2007	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.244-2	OCT 2010	SUBCONTRACTS
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.248-3	OCT 2010	VALUE ENGINEERING-- CONSTRUCTION
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALT 1)(SEPT 1996)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION) (ALT I)(APR 1984)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT

CLAUSE NO.	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.215-84	NOV 2011	OMBUDSMAN (ALT I)(JUNE 2000)
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.232-79	SEPT 1987	PAYMENT FOR ON-SITE PREPARATORY COST
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION

1852.243-71	MAR 1997	SHARED SAVINGS
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(END OF CLAUSE)

I.2 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$5,000,000;
- (2) Any order for a combination of items in excess of \$10,000,000; or
- (3) A series of orders from the same ordering office within 120 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within 15 calendar days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least **30** calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(END OF CLAUSE)

I.4 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2)(JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for Compliant with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 *et seq.*). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

(END OF CLAUSE)

I.5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9)(MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA- designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer in accordance with agency procedures.

(END OF CLAUSE)

I.6 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (FAR 52.225-9)(SEP 2010)

(a) *Definitions.* As used in this clause -
“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means –

(3) For components purchased by the contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)(i) Any contractor request to use foreign construction material in accordance with paragraph

(b)(3) of this clause shall include adequate information for Government evaluation of the request, including –

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any contractor request for a determination submitted after contract award shall explain why the contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(END OF CLAUSE)

I.7 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER (FAR 52.232-35)(MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: Acquisition Division
Mailing Address: Code JAC
NASA Ames Research Center
Mailstop 213-13
Moffett Field, CA 94035-0001

Telephone Number: 650-604-6332
Person to Contact: Patricia Finnell-Mendoza
Electronic Address: patricia.f.mendoza@nasa.gov

(END OF CLAUSE)

I.8 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71)(APR 2011)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental

items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS**J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS
(ARC 52.211-90) (FEB 1997)****(a) The following documents are attached hereto and made a part of this contract:**

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-1	Ames Local Master Specifications-J11008A	April 2013	1471
J-2	Davis Bacon Wage Determination (Modification # TBD)	4/12/13	46
J-3a	Instructions for filling out the Contractor's Safety and Health Plan	April 2013	155
J-3b	Contractor's Safety and Health Plan *	TBD	TBD

* To be incorporated at time of award or by subsequent modification. The plans shall be updated subsequent to contract award as required under the terms and conditions of the contract.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-4	Surety Form	JAN 2013	1
J-5	Past Performance Questionnaire	NA	6
J-6	SF1442-Sample Project 1-Restoration of Electrical Distribution System-High Voltage-Work Package 1 (REDS HV WP1), with Statement of Work (SOW)	4/29/13	6
J-7	Specifications for Project 1 only-Restoration of Electrical Distribution System High Voltage Work Package 1- Specification No. K10018	8/2/2006	355
J-8	Drawings for Sample Project 1 REDS HV WP1	10/21/13	96

(END OF CLAUSE)

[END OF SECTION]

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>
NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

PROVISION NUMBER	DATE	TITLE
52.203-11	SEPT 2007	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.236-28	OCT 1997	PREPARATION OF PROPOSALS--CONSTRUCTION

II. NASA FAR SUPPLEMENT

PROVISION NUMBER	DATE	TITLE
52.222-23	FEB 1999	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (Insert into (b) for Minority Participation 19.6% and for Female Participation 6.9%)
52.225-25	DEC 2012	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION

(END OF PROVISION)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)(DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.

(2) The small business size standard is **\$33.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of

the following boxes:

- ☐ (i) Paragraph (d) applies.
☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
 or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
 (B) Exceed the simplified acquisition threshold; and
 (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliant Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliant. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliant with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its

Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) [52.219-22](#), Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

☐ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(END OF PROVISION)

**K.3 RESTRICTION ON FUNDING ACTIVITY WITH CHINA– REPRESENTATION
(NFS 1852.225-72)(FEB 2012)**

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) provision: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) provision: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

PROVISION NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.216-27	OCT 1995	SINGLE OR MULTIPLE AWARDS
52.222-5	JUL 2005	DAVIS-BACON ACT—SECONDARY SITE OF THE WORK
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

II. NASA FAR SUPPLEMENT

PROVISION NUMBER	DATE	TITLE
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.228-73	OCT 1988	BID BOND
1852.233-70	OCT 2002	PROTESTS TO NASA

(END OF PROVISION)

L.2 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award one or more Indefinite-Delivery/Indefinite-Quantity (ID/IQ) contracts under which the Government intends to issue Firm-Fixed-Price (FFP) Task Orders.

(END OF PROVISION)

L.3 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted via e-mail, cite the solicitation number, and be directed to the following Government representative:

Name: Patricia Finnell-Mendoza
 FAX: (650) 604-6332
 Email: patricia.f.mendoza@nasa.gov

(b) Questions or comments must be received by **June 27, 2013** to allow for analysis and public dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(END OF PROVISION)

**L.4 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIAL
(FAR 52.225-10)(FEB 2009) (ALT 1)(MAY 2002)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(END OF PROVISION)

L.5 SERVICE OF PROTEST (FAR 52.233-2)(SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation (FAR), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from

NASA Ames Research Center
Attention: Jill Willard
Mail Stop 241-1
Bldg 241, Rm 200
Moffett Field, CA 94035-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

L.6 SITE VISIT (CONSTRUCTION) (FAR 52.236-27)(FEB 1995) (ALT I)(FEB 1995)

(a) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit was held on March 14, 2013. No further site visits are planned.

Name: Patricia Finnell-Mendoza, Contracting Officer
Address: Building N213, Room 105
NASA Ames Research Center
Moffett Field, CA 94035-0001
Telephone: (650) 604-6332
Email: patricia.f.mendoza@nasa.gov

Information was posted about the site visit and can be found at the following:
<http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=21>, search for NNA12450885R

(END OF PROVISION)

L.7 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77)(DEC 1988)

(a) A pre-proposal/pre-bid conference was held as indicated below:

Date: **March 14, 2013**
Time: **10:00 am**
Location: **N233 Room 172**

At this time, no further pre-proposal/pre-bid conferences for this solicitation are planned.

(b) Attendance at the pre-proposal/pre-bid conference was urged and expected; however, attendance was neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

L.8 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in two (2) volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Proposal Component	Required Copies to NASA-ARC Addressed per SF1442, Block 9
Cover Letter [SEE L.9(b)(2)]	Cover Letter shall be included with Volume 1 One Electronic version, One Original and Four Paper copies
Volume I, Past Performance	One Electronic version, One Original and Four Paper copies
Volume II, Price Proposal	One Electronic version, One Original and Four Paper copies

(2) Include a cover letter in Volume I of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:

- a. The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.
- b. If applicable, include a complete description and documentation for teaming or other such business arrangements.
- c. A completed response to Section K, "Representations, Certifications and Other Statements of offerors."
- d. Confirmation of registration in System for Award Management (SAM)
<https://www.sam.gov/portal/public/SAM/>.
- e. A statement that the proposal is firm for a period of not fewer than 180 calendar days.
- f. A statement of acceptance of the anticipated contract provisions and proposed schedule.
- g. A completed Safety and Health Plan (See Section J, paragraph J.1(a) Attachment J-3a-Instructions for filling out the Contractor's Safety and Health Plan). This Plan will not be part of the evaluation for award. The Plan will be reviewed and approved by the Contracting Officer before the selected awardee can propose on any potential Task Orders. The Safety and Health Plan is limited to 25 pages.
- h. A completed Surety form from the offeror's Surety Company of its ability to be bonded at \$5M. The Surety Company completes the Surety form but the offeror shall submit the Surety form with its proposal. (Attachment J-4, Surety form, is located in Section J, J.1(b))
- i. A letter from offeror's Insurance Company that provides the offeror's Experience Modification Rate (EMR) for the past three years (2010, 2011, and 2012) and include an average (add each year's EMR and divide by 3). EMR average must be 1.0 or lower to be considered for award. The EMR shall also correspond to the NAICS (North American Industry Classification System) code 236220 - Commercial and Institutional Building Construction.

Example of required EMR information:

Year 2010 Rate: _____
 Year 2011 Rate: _____
 Year 2012 Rate: _____
 Three Year Average: _____

(3) All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time prescribed in Block 13 of the SF1442.

(4) The pages of each proposal volume shall be numbered and identified with the offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.9, "Proposal Page Limitations."

(5) Electronic version of each volume shall be submitted (in addition to the paper copies specified in (b)(1) above) in electronically searchable PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB stick. In the event of any inconsistency between data provided on the electronic and the proposal paper copies, the original paper version data will be considered to be the intended data.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the offeror's name. The same identifying data shall be placed on the spine of each binder. The offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of contractor Bid or Proposal Information and Source Selection Information."

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(c) Past Performance Proposal (Volume I). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements set forth in Section C.

(d) Price Proposal (Volume II). The Price factor indicates the offeror's ability to provide a fair and reasonable price.

(END OF PROVISION)

L.9 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81)(FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit
Cover Letter	Unlimited
Volume I – Past Performance Proposal ¹	12 ¹
Volume II – Price Proposal (Sample project 1-SF1442-all pages and the price worksheet)	7

¹ These limits do not apply to past performance questionnaire responses.

(b) A written page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all

sides and shall contain Times New Roman font text with a size not smaller than 12 point. Foldouts shall not exceed 11" x 17" and each page shall count as two 8-1/2" x 11" pages. All text, diagrams, charts, tables, and photographs shall contain Times New Roman font text in a size no smaller than 12 point. Pages may be double sided and counted as two (2) pages with double-sided foldouts counting as 4 pages (2 per side).

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are **excluded** from the page counts specified in paragraph (a) of this provision. Volume III is to be strictly limited to price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the offeror.

(END OF PROVISION)

L.10 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors listed in descending order of importance:

- Past Performance
- Price

Proposals shall be submitted in a format that follows the format of the factors and their elements. Each proposal volume shall only contain information germane to that respective factor. Only information pertinent to the factors and elements shall be submitted in the offeror's proposal volumes.

(a) Past Performance (Volume I):

The goal of this factor is to obtain information regarding relevant past performance of the offeror specifically in the areas of management, administration, and other information. If the offeror does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

- A. The offeror shall each submit relevant past performance for up to three (3) projects (over \$1,000,000) which were similar in size, content and complexity of the requirements set forth in Section C, and that were completed within the last three (3) years. This list shall include:
 1. The client's name, point of contact, address and current telephone number of each completed project.
 2. A description of the project and the offeror's responsibility.
 3. A construction price summary indicating the contract award amount, final price, and any claim information.
 4. Describe any performance issues in the area of management and administration (address only the areas that apply).
 - a. Describe the overall effectiveness of your Project Manager, Safety Manger, Quality Control Manager, and Superintendent.
 - b. Describe the overall accessibility and responsiveness of your management team (Accessibility and Responsiveness).
 - c. Describe your overall project management in these areas:
 - (1) Ability to develop and maintain the construction schedule

- (2) Ability to meet contractual deadlines
- (3) Timeliness of submittals
- (4) Completeness of submittals
- (5) Overall workmanship
- (6) Ability to identify and solve problems in a timely manner
- (7) Ability to work effectively with the customer
- (8) Consideration in disruption the customer as little as possible
- (9) Compliance with security requirements
- (10) Ability to maintain a safe construction site
- (11) Any injuries, incidents, or close calls were adequately reported and/or resolved
- (12) Compliance with all environmental regulations

d. Describe your subcontract management abilities

- (1) Your control of subcontractors
- (2) The timeliness of subcontractor performance

e. Describe your contract administration abilities in these areas:

- (1) Working with the Contracting Officer to resolve contract disputes
- (2) Contract modifications bid was provided at a competitive price
- (3) How the required bonds and insurance was maintained throughout the project

5. In addition to the above, the offeror's past performance volumes shall answer the following two questions.

- (1) Has your firm received one or more Occupational Safety and Health Administration citations on or after January 1, 2010?

Yes ☐ No ☐

- (2) Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute on or after January 1, 2010?

Yes ☐ No ☐

- B. The offeror is instructed to forward the Past Performance questionnaire (see Section J-J.1(b), Attachment J-5) to contract or client references provided in response to item A above. A maximum of three (3) questionnaires is requested. Instructions to those contract or client references shall be to complete the questionnaire. The questionnaires shall be sent directly to the Government for the purposes of evaluation and submitted by June 27, 2013 via express mail or email to:

NASA Ames Research Center
Attn: Patricia Finnell-Mendoza
Mail Stop: 213-13
Moffett Field, CA 94035-0001
patricia.f.mendoza@nasa.gov

The Government reserves the right to require additional past performance information from other entities associated with the offeror that may be deemed critical by the Government or have the potential to significantly impact performance of the proposed contract, including but not limited to key personnel. An entity is defined as a subcontractor, partner, teaming organization or an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity, in others; an offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the

Government to ensure a sufficient understanding of the relationships between the performing entity and other entities providing supplies or services in support of the performing entity. In addition, for evaluation purposes, the Government reserves the right to collect and review any additional past performance information from Government past performance databases for both offeror and subcontractors.

Fifteen (15) days prior to the proposal due date, each offeror shall provide the NASA Ames Research Center Contracting Officer with a list of contracts from whom the offeror has past performance information and send that list via email to patricia.f.mendoza@nasa.gov.

(b) Price Proposal (Volume II):

The sample project 1 (see Section J.1 (b) Attachments J-6) is representative of the type of work to be supported under this contract. For this sample project 1 use the Specifications K10018, Restoration of electrical Distribution System High Voltage Work Package 1, Attachment J-7).

The offeror's sample project response shall include the following:

- Complete the SF 1442-Solicitation, Offer, and Award (see Section J.1 (b) Attachment J-6) The offeror shall complete Blocks 14, 15, 16, 20a, 20b, 20c and if applicable Block 19 on page 2 of the SF 1442.
- Complete the Price Worksheet (See Section J-1 (b) Attachment J-6, page 3).

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION

PROVISION NUMBER	DATE	TITLE
NONE INCLUDED BY REFERENCE		

II. NASA FAR SUPPLEMENT

PROVISION NUMBER	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(END OF PROVISION)

M.2 EVALUATION APPROACH

(a) General. The evaluation factors in descending order of importance are Past Performance and Price. Past Performance is significantly more important than Price. The Government may award to other than the lowest priced or the technically highest rated offeror.

(1) The Government may award a contract based solely on the initial offers received, without discussion of such offers.

(2) Proposals will be evaluated in accordance with simplified process prescribed in this solicitation based on FAR 52.215-1(f) and pertinent sections of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If discussions are conducted, the Government may seek revised proposals from offerors within the competitive range.

(3) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(4) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The Government intends to award a contract resulting from this solicitation to the responsible offerors whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(A) Past Performance (Volume I)

The Government will evaluate for each offeror its overall performance record in performing projects that are similar in size, content, and complexity of the requirements set forth in Section C.

If an offeror does not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor and will be assigned a Neutral adjectival rating. The minimum rating required for award is SATISFACTORY. A rating of Neutral will also be considered for award.

The Government's evaluation will consider information contained in the offeror's proposal as prescribed per Section L, the references listed in the proposal, responses to the Past Performance questionnaires (see Section J.1(b) Attachment J-5), NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, Construction Contractor Appraisal Support System (CCASS), interviews with program managers, Contracting Officer's Representative (COR), and Contracting Officers (CO), and other sources available to the Government, including commercial sources and any information obtained from other sources including references, customers, and Government agencies deemed appropriate.

The Government's Past Performance evaluation of each offeror will be presented to the SSA for consideration in making the source selection decision. The Government will assign an overall Past Performance rating, see table below.

Definition of Past Performance Ratings

ADJECTIVAL RATING	DEFINITIONS
Outstanding	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Above Average	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet significant contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.
Neutral	No past performance history size, content, and complexity of the requirements set forth in Section C.

(B) Price Proposal (Volume II)

Price will be evaluated but not rated. The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- Comparison of proposed price with the independent Government estimate
- Comparison of proposed price amongst offerors

(END OF PROVISION)

[END OF SECTION]